



RESTRICT 2010017603

Zoning Case No. C14-2009-0149---

4 PGS

RESTRICTIVE COVENANTAUSTIN CITY CLERK
POSTING: DATE/TIME

OWNER: Shokrollah Delaram

2010 FEB 12 PM 2 15

ADDRESS: 15114 Wells Point Drive, Austin, Texas 78728-4560

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Lot 6 and the north 45 feet of Lot 9, Block A, Ford Oaks Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 4, Page 264, of the Plat Records of Travis County, Texas; Save and Except 0.1179 acres of land out of Lot 6 being more particularly described by metes and bounds in Exhibit "A" incorporated into this covenant.

WHEREAS, the Owner (the "Owner", whether one or more) of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. The operation of any business or business activity on the Property is prohibited:
 - a) between the hours of 10:00 p.m. and 9:00 a.m. Monday through Saturday, and,
 - b) all day Sunday.
2. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
4. If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

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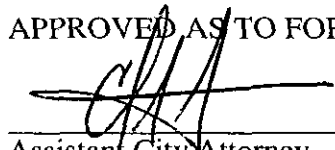
5. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property, or portion of the Property, subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the 15 day of February, 2010.

OWNER:


Shokrollah Delaram

APPROVED AS TO FORM:

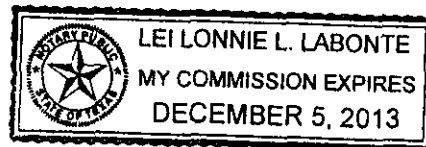

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 15 day of February, 2010, by Shokrollah Delaram.


Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-1088
Attention: Diana Minter, Paralegal



C14-2009-0149

0.1179 Acres
Parcel # (17)

February 3, 1986
84325
Exhibit "A"

STATE OF TEXAS §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION OF 0.1179 acres of land out of the Walker Wilson Survey No. 2 in Travis County, Texas, being a portion of that certain tract of land conveyed to Jack Spencer Moore, et ux, in Volume 1565, Page 362 as recorded in the Deed Records of Travis County, Texas; being Lot 6, Block A, Ford Oaks Subdivision as recorded in Book 4, Page 264, of the Plat Records of Travis County Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the south right-of-way line of Slaughter Lane, being the northwest corner of said Lot 6 and the northeast corner of Lot 5, of the said Ford Oaks Subdivision, for the northwest corner hereof;

THENCE, with the south right-of-way line of Slaughter Lane and the north line of said Lot 6, N 87° 18' 12" E, 200.27 feet to a 1/2" iron rod found at the northeast corner of the said Lot 6; also being the northwest corner of Lot 7 of said Ford Oaks Subdivision;

THENCE, with the east line of the said Lot 6 and the west line of Lot 7, of the said Ford Oaks Subdivision, S 02° 23' 13" E, 32.58 feet to a 1/2" iron rod set;

THENCE, through said Lot 6, the following two (2) courses and distances:

- 1) S 87° 36' 47" W, 1.02 feet to a 1/2" iron rod set for a point of curvature;
- 2) Along the arc of the curve to the right 200.48 feet, having a delta angle of 11° 06' 26", a radius of 1034.17 feet, whose chord bears N 86° 50' 00" W, 200.17 feet to a 1/2" iron rod set in the west line of said Lot 6 and in the east line of said Lot 5;

THENCE, with the west line of said Lot 6 and the east line of Lot 5, of the said Ford Oaks Subdivision, N 02° 26' 44" W, 12.13 feet to the PLACE OF BEGINNING, CONTAINING 0.1179 acres (5,135 square feet) of land area.

That I, Tom H. Milo, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of February, 1986, A.D.



Tom H. Milo
Registered Public Surveyor
No. 4334 - State of Texas

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED as
this date and at the Office of the County Clerk, and
was duly RECORDED, in the Volume and Page of the
public Records of Travis County, Texas, as

NOV 30 1987



COUNTY CLERK
TRAVIS COUNTY, TEXAS

10503 0622

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2010 Feb 05 11:25 AM 2010017603

GONZALES \$28.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.